

Response To The Public Counsel

In reply to number 4

In regard to the Department of Natural Resources operating permit:

Regretfully, some of the information contained in the application is incorrect.

1. The application received by DNR on April 2nd, 2007, with which the fee of \$3,000.00 was paid via check number 3533, was completed by Matthew J. Marschke of Midwest Engineering, the project engineer, and subsequently signed by me, lists the owner as Gary F. Myers. This is incorrect. It should read:
 - a. Owner: Cedar Green Land Acquisition, LLC
 - b. Continuing Authority: Cedar Green Land Acquisition, LLC

In Mr. Marschke's defense; since I was the individual from whom he sought approvals, payment for his services and so forth, Mr. Marschke, in practicality and all probability, considered me the owner. And, to the best of my recollection, Mr. Marschke and I never discussed that fact that the Developer was reserving the right to own, operate and maintain the water systems. Quite simply, it was never discussed.

2. When a second application was submitted to DNR on or about January 25th, 2011, Shirley contacted Mr. Joshua L. Grosvenor, Environmental Engineer, with the Southwest Regional Office of DNR and using a copy of the aforementioned application dated April 2nd, 2007, submitted same. Consequently, the errors were repeated in the Application of January 25th, 2011.
3. This morning I called Mr. Joshua L. Grosvenor. He was out of the office. When I am able to make contact with Mr. Grosvenor, I will discuss with him how best to correct the aforementioned inaccuracies.

In regard to Original Sales Certificate and the Declaration of Covenants, Conditions and Restrictions for Cedar Green Luxury Condominiums

The document entitled Declaration of Covenants, Conditions and Restrictions for Cedar Green Luxury Condominiums in Article XVII – Reservations by Developer, Section 17.3. **Sewer System** specifically states in (a) **Rights, Powers and Duties of the Association**. Developer may, but is not obligated to convey to the Association the sewer system, at Developer's sole option and discretion. Developer may sell, convey, transfer and assign its rights in and to the sewer system (and the water system as well) to a public or private utility company, the proceeds from which, if any, shall belong to Developer. If Developer does convey to the Association, then from and after conveyance of the Sewer System by Developer to the Association, the Association shall have the following rights, powers and duties in regard to the Sewer System: (Listed in the document as 1 thru 9, and (b) (c))

Therefore the statement; “the duty to maintain, repair and improve the sewer system is given to the Association” is **only applicable as specifically stated**; if the Developer does convey to the Association the Sewer System.

The Developer **has not** conveyed the sewer and/or water system to the Association. And;

1. As evidenced by the Warranty Deeds filed with the Camden County Recorder of Deeds, WD-0576-0618 and WD-0576-0619, Cedar Green Land Acquisition, LL) owns Lot 6 of the Cedar Green Condominium Subdivision on which the Sewer Treatment Plant is situated and Lot 7 on which the fresh water well, pump house, and storage tank is situated. And,
2. As evidenced by the receipts from the Camden County Assessor’s Office, given to Staff Auditors, as the owner of the property (Lots 6 & 7), Cedar Green Land Acquisition, LLC has always paid and continues to be liable for the real estate taxes applicable to said lots.
3. As evidenced by the recent audit conducted and filed by the Staff of the Public Service Commission; the Developer has paid and continues to pay all of the costs to maintain, repair and improve the water systems.

In reply to number 5

While the Developer/Declarant on December 10th, 2011, made a voluntary turnover of the declarant’s right to appoint members to the Executive Board of Cedar Green Condominium Owners Association, Inc., resigned from the Executive Board and voluntarily turned over to the Association the Association’s financial accounts, it is important to note; **the Declarant (Cedar Green Land Acquisition, LLC) did not turnover/give or convey any other Declarant right nor did the Declarant turnover any real property whatsoever to the Association.**

In reply to number 6

Whereas, the Developer (Cedar Green Land Acquisition, LLC) owns the sewer system and the water system; as specifically stated in the Original Sales Certificate and the Declaration of Covenants, Conditions and Restrictions as the Developer it is responsible for the operation, maintenance, repair and improvement of the water systems.

In reply to number 7

Article XVII – Reservations by Developer, Section 17.3. **Sewer System** specifically states in (a) **Rights, Powers and Duties of the Association.** Developer may, but is not obligated to convey to the Association the sewer system and the water system as well, at Developer’s sole option and discretion.

As Article XVII specifically states the Developer may, but is not obligated to convey to the Association the sewer system, at Developer’s sole option and discretion, it is quite clear; the water and sewer systems are not considered to be paid for by the unit owners in the purchase of the condominium as a common element.

In reply to number 8 & 9

I believe this is being **taken out of context**. The reference on or in the property is referring to the Common Elements of the units and building(s) themselves. It clearly does not mean:

1. All improvements that exist
2. Improvements that are owned by the Developer
3. Improvements on adjacent or adjoining lots on which a unit has not been built and which are clearly owed by the Developer such as Lots 3, 4, 5, 6, & 7.

In reply to number 10

The analogy given is incorrect.

Article XVII – Reservations by Developer, Section 17.3. **Sewer System** specifically states in (a) **Rights, Powers and Duties of the Association**. Developer may, but is not obligated to convey to the Association the sewer system and the water system as well, at Developer’s sole option and discretion.

As Article XVII specifically states the Developer may, but is not obligated to convey to the Association the sewer system, at Developer’s sole option and discretion, it is quite clear; the water and sewer systems are not considered to be paid for by the unit owners in the purchase of the condominium as a common element.

Respectfully submitted,

Gary F. Myers

cc: Robert Paulson, Attorney at Law

